

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|--|---|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Global Employment Solutions, Inc. | | 04/09/2006 | CORPORATION: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | Amatis Limited c/o Amaranth Advisors L.L.C. | | |
| Street Address: | One American Lane | | |
| City: | Greenwich | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06831 | | |
| Entity Type: | :: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2580957 | GLOBAL EMPLOYMENT SOLUTIONS, INC. | |
| Registration Number: | 2566696 | GLOBAL EMPLOYMENT SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)593-5955 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 212-756-2388 | | |
| Email: | daniel.angel@srz.com | | |
| Correspondent Name: | Daniel Angel, Esq. | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 003602.0011 | | |
| NAME OF SUBMITTER: | Daniel Angel, Esq. (003602.0011) | | |
| Signature: | /kc for da/ | | |
| Date: | 06/02/2006 | | |

TRADEMARK

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Total Attachments: 4

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ASSIGNMENT FOR SECURITY
TRADEMARKS

WHEREAS, Global Employment Solutions, Inc., a Colorado corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the service marks listed on the annexed Schedule 1A, which service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of March 31, 2006 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of Amatis Limited, as collateral agent for certain purchasers (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Buyers (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Buyers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Buyers observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Remainder of page intentionally left blank; signature pages to follow.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 9, 2006.

GLOBAL EMPLOYMENT SOLUTIONS, INC.

By: Howard Brill

Name: Howard Brill

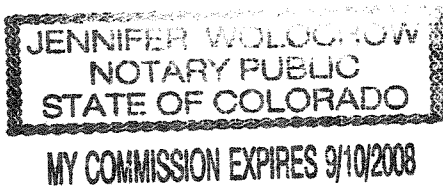
Title: Chief Executive Officer and President

STATE OF Colorado

COUNTY OF Douglas

ss.:

On this 9th day of April 2006, before me personally came Howard Brill, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Chief Executive Officer ^{President} of Global Employment Solutions, Inc., and that s/he executed the foregoing instrument in the firm name of Global Employment Solutions, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Jennifer Wolochoy

SCHEDULE 1A
TRADEMARK REGISTRATIONS

| <u>Service Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|----------------------------|--------------------------|
| GLOBAL EMPLOYMENT SOLUTIONS, INC. (with design element) | 2,580,957 | June 18, 2002 |
| GLOBAL EMPLOYMENT SOLUTIONS | 2,566,696 | May 7, 2002 |